

STATE OF INDIANA       )  
                                  ) SS:  
COUNTY OF MARION     )

IN THE MARION SUPERIOR COURT  
  
CAUSE NO. 49D10-0705-PL-20512

STATE OF INDIANA,                     )  
  )  
                          Plaintiff,        )  
  )  
                          v.                    )  
  )  
ELIZABETH BRAY, and                    )  
  )  
WILLIAM BRAY,                            )  
individually and doing business as,    )  
BRAY'S COMPLETE RESTORATION,        )  
  )  
                          Defendant.        )

(214) **FILED**  
JUL 20 2007  
*Elizabeth A. White*  
CLERK OF THE MARION CIRCUIT COURT

**DEFAULT JUDGMENT**

The Plaintiff, State of Indiana, having filed its Motion for Default Judgment and the Court having read the same and being duly advised in the premises, now finds:

1. The Court has subject matter jurisdiction and personal jurisdiction over the Defendants.
2. The Defendants were served with notice of these proceedings and a copy of the Plaintiff's Complaint for Injunction, Restitution, Costs, and Civil Penalties.
3. The Defendants have failed to appear, plead, or otherwise respond to the Complaint.
4. The Defendants are not known to be infants, incompetents, or in military service.

**THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED** that the Motion for Default Judgment is **GRANTED** in favor of the Plaintiff, State of Indiana, and against the Defendants, Elizabeth Bray and William Bray.

**IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that pursuant to Ind. Code § 24-5-0.5-4(c)(1), the Defendants, Elizabeth Bray and William Bray, their agents, representatives, employees, successors and assigns are permanently enjoined from engaging in the following:

- a. in the course of entering into home improvement transactions, failing to provide to the consumer a written, completed home improvement contract, which includes at a minimum the following:
  - 1) The name of the consumer and the address of the residential property that is the subject of the home improvement;
  - 2) The name and address of the Defendants and each of the telephone numbers and names of any agent to whom consumer problems and inquiries can be directed;
  - 3) The date the home improvement contract was submitted to the consumer and any time limitation on the consumer's acceptance of the home improvement contract;
  - 4) A reasonably detailed description of the proposed home improvements;

- 5) If the description required by Ind. Code § 24-5-11-10(a)(4) does not include the specifications for the home improvement, a statement that the specifications will be provided to the consumer before commencing any work and that the home improvement contract is subject to the consumer's separate written and dated approval of the specifications;
  - 6) The approximate starting and completion date of the home improvements;
  - 7) A statement of any contingencies that would materially change the approximate completion date;
  - 8) The home improvement contract price; and
  - 9) Signature lines for the Defendants or the Defendants' agent and for each consumer who is to be a party to the home improvement contract with a legible printed or typed version of that person's name placed directly after or below the signature.
- b. in the course of entering into home improvement transactions, failing to agree unequivocally by written signature to all of the terms of a home improvement contract before the consumer signs the home improvement contract and before the consumer can be required to make any down payment;

- c. in the course of entering into home improvement transactions, failing to provide a completed home improvement contract to the consumer before it is signed by the consumer;
- d. representing, expressly or by implication, the subject of a consumer transaction has sponsorship, approval, characteristics, accessories, uses, or benefits it does not have which the Defendants know or reasonably should have known it does not have;
- e. representing, expressly or by implication, the Defendants are able to deliver or complete the subject of a consumer transaction within a reasonable period of time, when the Defendants know or reasonably should know they cannot; and
- f. soliciting or engaging in a home improvement transaction without a license or permit required by law.

**IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that judgment is entered for the Plaintiff, State of Indiana, and against the Defendants, Elizabeth Bray, and William Bray, individually and doing business as Bray's Complete Restoration, as follows:

- a. The contracts previously entered into by the Defendants with consumers, Lawrence and Kay Strickland and Carl and Carolyn Sutton, are cancelled pursuant to Ind. Code §24-5-0.5-4(d);
- b. The Defendants shall pay consumer restitution, pursuant to Ind. Code § 24-5-0.5-4(c)(2), to consumers, Lawrence and Kay Strickland and Carl and Carolyn Sutton, in the total amount of Eleven Thousand Five Hundred

Dollars (\$11,500.00), payable to the Office of the Attorney General for distribution as follows:

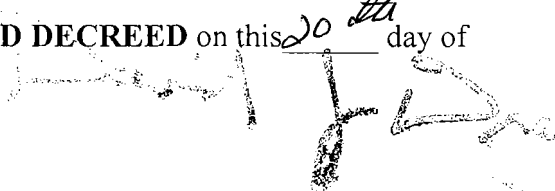
<u>Consumer</u>	<u>Restitution</u>
(a) Lawrence and Kay Strickland of Indianapolis, Indiana	\$ 9,000.00; and
(b) Carl and Carolyn Sutton of Indianapolis, Indiana	<u>\$ 2,500.00.</u>
	\$11,500.00

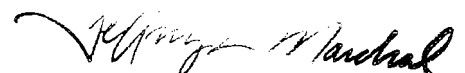
- c. The Defendants shall pay the Office of the Attorney General its costs of investigating and prosecuting this action, pursuant to Ind. Code § 24-5-0.5-4(c)(3), in the amount of Five Hundred and Fifty-Five Dollars (\$555.00).
- d. The Defendants shall pay civil penalties, pursuant to Ind. Code § 24-5-0.5-4(g), for the Defendants' knowing violations of the Deceptive Consumer Sales Act, in the amount of Ten Thousand Dollars (\$10,000.00), payable to the State of Indiana; and
- e. The Defendants shall pay civil penalties, pursuant to Ind. Code § 24-5-0.5-8, for the Defendants' intentional violations of the Deceptive Consumer Sales Act, in the amount of One Thousand Dollars (\$1,000.00), payable to the State of Indiana.

**A total monetary judgment in the amount of Twenty-Three Thousand Fifty-Five Dollars (\$23,055.00) shall therefore be entered in favor of the Plaintiff, State of Indiana, and against the Defendants, Elizabeth Bray, and William Bray, individually and doing business as Bray's Complete Restoration.**

**ALL ORDERED, ADJUDGED AND DECREED** on this 20<sup>th</sup> day of

July, 2007.

  
\_\_\_\_\_  
Judge, Marion Superior Court



DISTRIBUTION:

Terry Tolliver  
Office of the Attorney General  
302 W. Washington Street, 5<sup>th</sup> Floor  
Indianapolis, IN 46204

Elizabeth Bray  
5414 E. 16<sup>th</sup> St,  
Indianapolis, IN 46218

William Bray  
5414 E. 16<sup>th</sup> St,  
Indianapolis, IN 46218